

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 73	
2. CONTRACT NO.		3. SOLICITATION NO. N65540-03-R-0001		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 25 Jun 2003	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NAVAL SURFACE WARFARE CENTER, CARDEROCK CODE 3352, ANNMARIE BARTHOLOMEO 5001 SOUTH BROAD ST PHILADELPHIA PA 19112-5083			CODE N65540	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE	
			TEL: 215-897-1649 FAX: 215-897-7054			TEL:	
					FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 4, Room 2900</u> until <u>13 00</u> local time <u>12 Aug 2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ANNMARIE BARTHOLOMEO		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-897-1649		C. E-MAIL ADDRESS BartholomeoA@nswccd.navy.mil	
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Engineering and Technical Services for Habitability Upgrades, East and West Coast		LOT		\$
				MAX COST	\$
				FIXED FEE	\$
				TOTAL MAX COST + FEE	\$

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Technical Data IAW DD Form 1423 (Exhibit A)		LOT	XXX	Not Separately Priced

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Support Costs		LOT	NTE	\$406,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AA	Incidental Material		LOT	EST	\$340,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AB	Travel		LOT	EST	\$6,000,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003AC	Specialized Services		LOT	EST	\$60,000,000.00

\$

TOTAL FOR ITEMS 0001 THROUGH 0003

**NOTE: THE GOVERNMENT HAS THE OPTION TO AWARD A SINGLE CONTRACT OR TO AWARD MULTIPLE CONTRACTS FOR THE SAME OR SIMILAR SERVICES TO TWO OR MORE SOURCES.**

**THE MINIMUM AMOUNT GUARANTEED TO THE SINGLE AWARDEE OR EACH OF THE MULTIPLE AWARDEES WILL BE \$100,000.00.**

#### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the \$100,000.00. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum dollar amount (to be determined at time of award).

#### ORDERING PROCEDURES

1. This is a Multiple Award/Task Order Contract. Each order for services exceeding \$100,000 shall be placed on a competitive basis in accordance with Paragraph 2 unless the Contracting Officer waives this requirement on the basis of a written determination that –
  - (i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
  - (ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
  - (iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
  - (iv) It is necessary to place an order to satisfy a minimum guarantee
2. An order for services exceeding \$100,000 is placed on a competitive basis only if the Contracting Officer

- (i) provides a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the Contracting Officer will make the selection, to all contractors offering the required services under the multiple award contract; and
  - (ii) affords all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.
3. The Naval Surface Warfare Center, Carderock Division, Philadelphia (NSWCCD-SSES) is the issuing activity authorized to issue subsequent delivery orders. Orders shall be placed by written agreement only. All orders shall contain the date of order, contract number, and delivery order number, description of the scope of work to be accomplished, material and travel costs and estimated level of effort (labor hours), estimated cost plus fixed fee, performance date, place of performance, accounting/appropriation data, and any other pertinent information.
  4. No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under the contract resulting from this solicitation except for a protest on the grounds that the order increases the scope, period or maximum value of the contract.
  5. The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process, but the Contracting Officer shall consider price or cost under each order as of the factors in the selection decision. In addition, the Contracting Officer should consider past performance on earlier orders under the contract, including quality, timeliness and cost control. Formal evaluation plans or scoring of quotes or offers shall not be required. Naval Surface Warfare Center, Carderock Division, Philadelphia may choose to use streamline procedures when selecting a delivery order awardee.
  6. The Naval Surface Warfare Center, Carderock Division, Supply Officer shall be responsible for reviewing complaints from contractors on delivery order contracts. The Naval Surface Warfare Center Supply Officer shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract.

#### ESTIMATED LEVEL OF EFFORT

The level of effort for the performance of this contract is based upon an anticipated total estimated level of effort of 8,141,900 man-hours of direct labor. The estimated composition of the 8,141,900 man-hours of direct labor is as follows: (For labor category breakdown, see Attachment 4, Section J)

## SECTION C Descriptions and Specifications

### **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

#### **C.1 SCOPE OF WORK**

(A) The purpose of this contract is to provide manpower and services to support Habitability and Food Service installations and repairs. Work is to consist of materials and equipment procurement, storage, tracking and delivery to the work site; fabrication (for items such as foundations, known piping configurations, ventilation ductwork, electrical support, etc. and parts/equipment needed for unique form, fit or function requirements); engineering and arrangements support (for items such as electrical, mechanical, piping, ventilation and general arrangements CAD drawings; other CAD services will include but not limited to drawings for technical manuals and food service catalogs); and trades labor services. This contract will also provide for the installation of bulkhead sheathing, false overheads, various types of decking materials and manufacture of various types of habitability equipment (i.e. clothing lockers, etc.), which cannot be purchased in a timely manner. This effort is required to accomplish habitability condition assessments, alterations, installations, modifications, repairs, and upgrades to spaces, systems, components, and furnishings as authorized. Work will be performed on all types of naval vessels (including but not limited to aircraft carriers, surface ships and small craft), and at land-based facilities (including, but not limited to, operating, testing, training and maintenance sites). Approximately 45% of the work will be performed in the Norfolk, VA area, 5% at other East Coast areas, 48% on the West Coast and 2% at various overseas locations. All non-nuclear work on nuclear powered ships must be in strict compliance with the Naval Sea Systems Command Instruction (NAVSEA) C9210.4A. (This is a classified instruction, which will be forwarded separately). The contractor shall provide qualified and, certified personnel to perform the tasks described in this Scope of Work.

(B) Contractor shall have the necessary personnel and equipment to support twenty-seven (27) simultaneous installations. Installation teams could require up to 10 to 15 people from the various labor categories. Due to the fact that most of the effort is expected to be accomplished on active ships which are in a ready-to-sail status, scheduling can be volatile and planning, estimating and resource acquisition could be immediate and intensive. It should be noted that this Scope of Work and the following paragraphs provide a general overview of efforts that may be required. In the event of a conflict the General Specifications for Overhaul of Surface Ships, General Specifications for Ships, General Overhaul Specifications for Deep Diving SSBN/SSN submarines, and applicable military and US Navy accepted commercial, specifications, standards, drawings and instructions, notices and directives, will take precedence. Delivery orders issued under the resulting contract shall delineate specific tasks and work assignments.

#### **C.2 PERFORM PRE-WORK SITE SURVEYS**

(A) The contractor will need to conduct pre-work site-surveys as designated to identify resource and material needs, situational interferences between the drawings and the specific physical and environmental conditions and desired labor and support requirements. Note: when required, a final site survey will be conducted with the NSWCCD-SSS Code 9783 point of contact approximately three days prior to scheduled installations to affirm the schedule and ensure no interim changes have occurred.

#### **C.3 PERFORM SHIPCHECKS/PREPARE TECHNICAL/DESIGN DOCUMENTATION**

(A) The contractor will need to conduct shipchecks on ships designated in delivery orders as needing work accomplished for any or all of the following:

- (1) Conduct engineering analyses and technical evaluations of spaces, systems, equipment, components, furnishings and subassemblies in support of equipment and arrangements condition improvement.

- (2) Determine technical requirements for engineering modifications and configuration changes of spaces and systems including preparation of field changes; Ship/MachAlt scopes, proposals and records; Alteration Equivalent to Repairs (AERs); etc.
- (3) Perform technical evaluations, reviews and validations of installation, assembly, disassembly, test, checkout, operational and repair procedures at all involved levels.
- (4) Perform technical information reviews, searches, gatherings, correlations and interpretations of technical data required to support the preparation, revision or data verification of technical documentation.
- (5) Prepare summary critique analyses for documentation compliance with specifications, sentence structure, grammar, usage and effectiveness of format to assure, clarity, brevity, and objectivity.
- (6) Prepare, modify or review specifications, provisioning technical documentation and installation, test, maintenance, and operational procedures including assembly, disassembly and training instructions.
- (7) Prepare technical/special project reports resulting from on-site analyses of technical problems, need for additional assistance at work and repair activities and on-site technical surveys and investigations. Prepare daily "lessons learned" reports listing problems and situations encountered that were not anticipated such that they can be adequately accommodated for in future work and thus eliminate related cost and time overruns.

#### **C.4 PERFORM WORK**

(A) The contractor shall provide the following necessary manpower, documentation, facilities, communications, equipment, tools and trade personnel to accomplish applicable assigned work:

- (1) One dedicated Foreman per work effort/work location for the duration of each work effort and ensure that each Foreman is prepared to discuss all aspects of their assigned project's effort including: personnel resources and availabilities, applicable safety equipment requirements and provisions, material and equipment status, shipping schedules and related impacts, work and effort requirements and safety concerns. Each Foreman shall conduct a Foreman meeting, with the respective NSWCCD-SSES Code 9783 Installation Manager present no less than 15 days prior to beginning work. Minutes of Foreman Meetings shall be taken and provided to the Naval Surface Warfare Center, Carderock Division, Philadelphia, Code 9783 Program Manager. Prepare a proposed day-by-day installation schedule prior to the initial Foreman meeting.
- (2) Trades personnel shall meet the technical skill requirements at the journeyman level; have the required security clearances; are properly trained in the use of and provisioned with applicable safety equipment; and accommodate U.S. Navy, Federal and Local Government rules and regulations concerning safe working conditions and ethics and hazardous materials handling, use and disposal.
- (3) Engineering services for setting up and monitoring databases and analyzing data as requested. For ensuring of equipment performance, and to ensure configuration changes are technically and structurally compatible with the ship and its operational requirements.
- (4) Provide a comprehensive Quality Assurance Program to be developed in order to comply with the QA inspections/requirements set forth in paragraph C5. The plan shall be submitted as part of the Technical Proposal. Contractor QA workbook must be present on location of each and every installation.
- (5) The necessary shop facilities, equipment and capabilities (machines, tooling, tools, services and space) to fabricate/prefabricate parts, components, and assemblies; safely and securely move and maintain materials; and order, process and certify material and equipment.

(6) Provide necessary administrative and logistics support for the work crew(s) and NSWCCD-SSES Code 9783 work oversight personnel for immediate material purchases/delivery and to timely and cost effectively coordinate special work requirements.

(7) Provide safe, secure, portable workshops (similar to existing NSWCCD-SSES 97 CONEX boxes) as required to support the work effort on-site with adequate tools/tooling, safety equipment, material storage areas and an adequate supply of related consumables.

(8) Ensure the following minimum requirements are met:

(a) Shipboard Industrial Safety: The contractor shall comply with applicable union, state, local, EPA and Navy safety regulations. Note that different locales (i.e., ship, shipyard, state, local, etc.) requirements may differ slightly. Any person found in violation of red tags, welding without firewatches and similar safety violations, may be removed from working on this contract at the discretion of the NSWCCD Program Manager and the Contracting Officer.

(b) The contractor shall ensure conformance with shipboard routine in maintaining cleanliness, personnel conduct including the proper manner in addressing the opposite sex on board and ships security and integrity. All personnel shall be brief/trained in sexual harassment. Any person found in violation in sexual harassment will be removed from working on this contract.

(9) The contractor shall provide and maintain current welder and pipefitter certifications for the approved welding/brazing process. ALL WELDING PROCESSES MUST BE APPROVED BY NSWCCD-SSES PHILADELPHIA WELDING DEPT for all work under this contract. Under no circumstances will a welder/brazer perform the required welding/brazing process unless they are certified to perform that welding/brazing process. Personnel shall carry on their person a copy of the certification at all times during the work effort. See C.15.B.

(10) Rehabilitate affected spaces to original or as directed condition, which includes, but is not limited to:

(a) Cleaning, preparing, priming and painting new and disturbed surfaces to match surrounding areas. Cleaning and repairing shipboard ventilation ducts IAW EPA and Navy Safety regulations for cleaning reagents and proper disposal.

(b) Replacing all deck coverings and insulation, damaged incidental to work performed. If more than 35% of the deck surface area is damaged, replacement covering of the complete space will be required. Replacement deck coverings shall match the remaining quality, styles, colors, and grades.

(c) Repairing all work related damaged lagging and installing of new lagging, in accordance with MIL-STD-769J(SH) dated 09 October 1990.

(d) Properly applying stenciling, labels plates, tags, instruction plaques etc. for power panels, piping, hardware, cabling, structures, etc. with new replacements.

(11) Thoroughly clean all affected spaces at the completion of the work effort and maintain as neat and clean surroundings as the work effort will allow during the workday. Where work produced contaminants can spread to adjacent areas, provide barriers to control their spread.

(12) Foreman shall ensure that all personnel are thoroughly briefed on their respective responsibilities before starting each different work effort in this contract or delivery order. In the event of multiple shifts on a task, the following shift work leader shall be fully briefed on all conditions at the end of the outgoing shift.

(13) All Maintenance Documentation developed or modified shall be done in accordance with the procedures, formats and requirements of MIL-P-24534A. This includes the preparation of Reliability Centered Maintenance (RCM) analyses to support maintenance procedure developments. Personnel developing maintenance requirements shall be Level 2 certified in accordance with NAVSEA 04M1 RCM Certification Program.

## **C.5 CONDUCT QUALITY ASSURANCE INSPECTIONS AND TESTS**

(A) The purpose of this requirement is to assure that all work has been accomplished in accordance with delivery order directions, approved specifications and drawings and applicable standards and practices including, but not limited to, documents as stated in C.8 Standards/Specifications. A QA Work Book Plan, Schedule of expected inspections, and Installation Drawings and Sketches must be at each installation site. In addition to the above, the contractor will be expected to perform the following inspections, certifications and tests and provide a copy of the results for:

- (1) Cable continuity and correct electrical hookup.
- (2) Pressure testing of watertight compartment entries.
- (3) Input and output power levels.
- (4) Bonding, grounding, and shielding.
- (5) Paragraph C.8.A. (6) Required electronic equipment.
- (6) Paragraph C.8.A. (7) Required weld joints non-destructive testing.
- (7) Paragraph C.8.A. (16) Required piping system installation, testing and labeling.
- (8) Secured cables to cable wireways with flexible cinch banding straps.
- (9) Kick pipes and stuffing tubes are used for all penetrations of decks and watertight bulkheads. Stuffing tubes shall be statically tested for watertight integrity.
- (10) Gas-free certification before welding.
- (11) Collars and nylon stuffing tubes installed in all penetrations of non-watertight bulkheads.
- (12) Cabling, equipment, piping, valves, instruments and hoses installed in accordance with MIL-P-15024.
- (13) Warning, caution and safety plates comply with MIL-P-15024.
- (14) Lubrication charts show maintenance points, frequency of maintenance, any necessary replacement parts and lubricants in accordance with MIL-HNBK-267-SH.
- (15) Receipt inspection of all material procured.
- (16) Prefabricated parts inspected and certified where applicable.
- (17) All personnel know and adhere to the requirements of this contract and the approved contractor's Quality Assurance Program.

(B) Reliability and maintainability (R&M) and Safety Requirements shall be defined in accordance with MIL-STD-721.

(C) Definition of failure: A ship system failure is defined as any event which necessitates corrective maintenance, including failures as defined in MIL-STD-781, Sections 5.6.1.1 and 5.6.1.3, and MIL-STD-1629, Section 5.9.1. Chargeable failures include any major or minor failure attributable to the internal operation of the system components. Failures due to external sources or operator error do not constitute chargeable failures, but should be evaluated as part of the safety study.

(D) The contractor shall provide personnel, material and tooling for all hull, electrical and mechanical aspects of testing, repair, replacement, modification or alteration to habitability spaces, systems, components, equipments and furnishings. Including but not limited to food service, messing and galley; non cargo stowage and stowage aids; heating, ventilation and air conditioning; refrigeration; laundry and dry cleaning; ship services (such as barber shops, ship's stores, small stores, chapels, etc.); berthing; offices; and specialty areas such as Gaylord type hoods, APC systems, quarry tile, etc.



**C.6 PERSONNEL QUALIFICATIONS/RESPONSIBILITIES**

(A) In the performance of any task under this contract, the contractor shall be required to use qualified personnel for each position. Persons filling these positions must meet the following minimum educational/experience requirements:

- (1) Project Superintendent (Key personnel): The senior person shall be directly involved with supporting and ensuring that all the requirements of and all work efforts are within the scope of the contract. The Project Superintendent shall ensure related delivery orders and all efforts are manned with competent, properly trained and certified people; proper materials are procured and well maintained and work efforts are well coordinated and timely executed in a cost effect manner. The Project Superintendent is responsible for all of the General Foreman, and ensuring they perform within the guidelines of the contract, delivery orders and the NSWCCD-SSES Code 9783 Program Manager. The Project Superintendent shall have:
  - (a) Minimum of eight (8) years managerial and/or supervisory experience of engineering projects including operations, maintenance, repair, testing, modification, upgrading, installation and alteration of Naval ship systems.
  - (b) Minimum of eight (8) years experience in design, test, operation and maintenance of Naval ship systems.
  - (c) Minimum of four (4) years experience with habitability systems, subsystems, equipment, components, furnishings and spaces on Navy ships.
  - (d) Minimum of one (1) year experience with 3-M Systems (PMS, COSAL, and ILS) and the SHIPA-LT/FMP processes.
  - (e) Knowledge of relationships, policies and procedures of NSWCCD-SSES, NAVSEA, Naval Shipyards, Type Commanders and the Navy's supply system's organizations.
  - (f) Must have a minimum of a high school degree or a technical vocational high school degree.
- (2) Engineer (Key personnel): The Engineer is an individual that develops and maintains databases, analyzes data, does calculations to support component designs (for foundations, equipment and services support requirements), arrangements changes, etc. in direct support of this contract when requested by specific delivery orders. The engineer shall have:
  - (a) Minimum of eight (8) years experience in engineering for design, operations, maintenance, testing and evaluating projects and associated alterations, installations and upgrades for Naval vessels.
  - (b) Minimum of six (6) years experience with Naval and related commercial shipbuilding design, operations and maintenance data systems, principals, practices, procedures, processes, standards, drawings and specifications.
  - (c) Minimum of two (2) years experience with naval habitability systems, subsystems, equipment, components, furnishings and spaces.
  - (d) Minimum of one (1) year's experience with related Integrated Logistics Support (ILS) requirements (PMS/RCM, COSAL, APL and procurement processes) and the SHIPALT/FMP processes.

(e) Must have a Bachelor of Science degree in Engineering from an accredited college or university or is a Licensed Marine Engineer from a recognized merchant marine academy or school.

(3) General Foreman (Key personnel): The General Foreman is the individual directly involved with supporting Foreman and ensuring that all the requirements of and all work efforts are within the scope of the contract and related delivery orders. He/She insures that all efforts are manned with competent, properly trained and certified people; proper materials are procured, and well maintained and work efforts are well coordinated and timely executed in a cost effect manner. The General Foreman is responsible for all of the Foreman and ensuring they perform within the guidelines of the contract, delivery orders and the NSWCCD-SSES Code 9783 Program Manager. The General Foreman shall have:

(a) A minimum of six (6) years managerial and/or supervisory experience of engineering projects including operations, maintenance, repair, testing, modification, upgrading, installation and alteration of Naval ship systems.

(b) A minimum of six (6) years experience in design, test, operation and maintenance of Naval ship systems.

(c) Minimum of two (2) years experience with habitability systems, subsystems, equipment, components, furnishings and spaces on Navy ships.

(d) Minimum of one (1) year experience with 3-M Systems (PMS, COSAL, and ILS) and the SHIPA-LT/FMP processes.

(e) Knowledge of relationships, policies and procedures of NSWCCD-SSES, NAVSEA, Naval Shipyards, Type Commanders and the Navy's supply system's organizations.

(f) Must have a minimum of a high school degree or a technical vocational high school degree.

(4) Foreman (Key personnel): The Foreman is the individual responsible for the on-site accomplishment of a specific task or several concurrent tasks on one vessel or more than one vessel in the immediate vicinity. He/She ensures workers on-site are fully and gainfully employed, routinely interfaces with the NSWCCD-SSES Code 9783 Installation Manager. He/She plans for and runs foreman meetings, files all related reports, maintains a safe and clean work site and provides the technical, administrative and managerial guidance and control over the contractor laborers. The Foreman shall have:

(a) Minimum of two (2) years of supervisory experience in a trade position in Naval ship systems.

(b) Minimum of eight (8) years' experience in working in trade positions in Naval ship systems.

(c) Working knowledge of Navy systems and procedures.

(d) Must have a minimum of a high school degree or a technical vocational high school degree.

(5) Engineering Technician: The Engineering Technician is the technical expert whose experience supports shipboard installation details, testing and equipment operational acceptability; supports the engineer with shipboard data; and assists with crew training and equipment familiarity as specifically requested and approved by the foreman and NSWCCD-SSES Code 9783 Program Manager. The engineering technician shall have:

(a) Minimum of four (4) years experience in the technical aspects of shipboard design, operations, maintenance, testing and evaluating projects and associated modifications, alterations, installations and upgrades for Naval vessels.

(b) Minimum of three (3) years experience with Naval and related commercial shipbuilding design, operations and maintenance data systems, principals, practices, procedures, processes, standards, drawings and specifications.

(c) Minimum of one (1) year experience with naval habitability systems, subsystems, equipment, components, furnishings and spaces.

(d) Working knowledge of related Integrated Logistics Support (ILS) requirements (PMS/RCM, COSAL, APL and procurement processes) and the SHIPALT/FMP processes.

(e) A graduate of high school or technical trades school or four (4) years experience as an Able Bodied Seaman.

(6) Quality Assurance Inspector (Key personnel): The Quality Assurance Inspector is the person that ensures materials and equipment are what is procured and meet specifications, develops needed certification procedures and ensures procurement specifications are in accordance with naval requirements. The inspector shall have:

(a) Minimum of six (6) years experience with quality assurance and inspection for maintenance, repair, testing, installation, modification, upgrade or alteration of naval vessels.

(b) Minimum of two (2) years experience with habitability systems, subsystems, equipment, components, furnishings and spaces.

(c) Working knowledge of Naval and industry, quality assurance standards, principles, and practices.

(d) Must have a minimum of a high school degree or a technical vocational high school degree.

(7) Planner/Estimator/Logistician: The Planner/Estimator/Logistician is the person who determines the amount of material and manpower needed to do a work effort; procures, inventories and manages storage of materials and equipment; develops and maintains material lists for inclusion in ship's index drawings updates; and produces cost and manday estimates and milestones/PERT/critical path reports. This person shall have:

(a) Minimum of four (4) years experience with habitability systems, subsystems, equipment, components, furnishings and spaces on Navy vessels.

(b) Minimum of eight (8) years experience in following cost estimating (time and material) and material procurement, management and control in the following areas:

(i) Mechanical and electrical

(ii) Heating, ventilation and air conditioning

(iii) Hull (Sheet Metal and Structural) and Piping.

(c) Must have a minimum of a high school degree or a technical vocational high school degree.

(8) Computer Aided Design (CAD) Operator: The Computer Aided Design (CAD) Operator is the person who operates the CAD system to produce manufacturing, arrangements and ship's installation drawings as required per delivery order direction. The CAD operator shall have:

(a) Graduated from high, trade/industrial or correspondence school in which credits were received in algebra, plane geometry, trigonometry, drafting and physics; a minimum of three weeks of

formal training in computer aided drafting; and six months practical experience. Practical experience need not be on Navy ships but is preferable.

(9) Trade Personnel: The following trade positions shall have a minimum of two (2) years of shipboard experience in the position and be at the journeyman level of competence, and all must have a minimum of a high school degree or a technical vocational high school degree except where otherwise specified:

(1) Burner/Welder Welder certified in accordance with NAVSEA Standard Item 009-12, NAVSEA S9074-AQ-GIB-010/248 and NAVSEA 0900-LP-001-7000 for materials such as high strength steel HY80/HY100, bimetal, aluminum, cress, copper, brass, bronze, etc. See C.15.B

(2) Electrician

(3) Electronics technician

(4) Inside machinist

(5) Installation mechanic

(6) Pipefitter

(7) Heating, ventilation, APC

(8) Air conditioning and refrigeration

(9) Sheet metal mechanic

Note: Due to the nature of the work, crossing of trade boundaries will be required (i.e., paint touch up will not require a painter in most cases, each person will clean up after themselves thus not requiring sweepers/cleaners, mechanics will be expected to rig their own gear vise needing riggers (except for heavy lifts), etc.).

#### **C.7. DELIVERABLES (DATA REQUIREMENTS)**

(A) The contractor shall maintain a DEL-TEC or equivalent system, and this system shall be required to produce the financial/tracking reports as indicated on the DD Form 1423's.

(B) DD Form 250's will be used as the acceptance documents and the contractor will be required to submit them at the completion of work performed in accordance with each individual order placed under this contract. All other technical data requirements to be furnished shall be specified on the DD Form 1423 in each individual delivery order under this contract.

(1) A list of security clearance information shall be provided to NSWCCD-SSES Code 9783 at least 45 days prior to the work start date for each delivery order issued under this contract. The list shall include social security number, citizenship and level of clearance.

(2) Foreman meeting minutes shall be delivered to NSWCCD-SSES Code 9783 within five days of their conclusion. Minutes shall reflect overall and sub tasks' progress/completion, day-by-day work schedules and related accomplishments, team members and their arrival and departure times, scheduled overtime, problems encountered and their resolutions, anticipated changes and problems, material status.

(3) Action items and lessons learned (if substantial, this can be filed separately within 10 days following completion of the work effort).

(4) "As-installed" drawings (the originals and two copies) for each configuration change to NSWCCD-SSES Code 9783 and a copy to the ship. An advance copy of the installation drawing(s) shall be provided to the ship prior to the team's departure).

(5) Quarterly overall inventory status report of all material, tools and equipment acquired for the work effort and disposition of those used.

(6) Purchase receipt/tracking report of material procurements for each assigned delivery order. Reference line item numbers from delivery order of material drawn for each procurement.

(7) Financial Completion Report within 30 days after completion of each separately placed delivery order on this contract. Since there can be multiple tasks on some of the separately placed delivery orders it will be necessary to identify each work effort individually. Report will include:

- (a) Material costs; item descriptions; vendor names, make, model and serial information, unit cost, quantities procured and invoice numbers
- (b) Prefabrication labor hours broken down by trade categories
- (c) Prefabrication Labor costs broken down by trade categories
- (d) Work effort labor hours broken down by trade categories
- (e) Work effort labor costs broken down by trade categories
- (f) Travel costs showing airfare, per diem, and car/truck rental
- (g) Shipping costs
- (h) Same information for other direct costs such as subcontracted services/materials

(8) If required, provide prefabrication schedule and resource needs within five working days after award for each separately placed delivery order awarded under this contract.

(9) Monthly progress reports shall be furnished by the fifth working day after the reporting period in accordance with the DD Form 1423 in the format specified.

(10) Delivery orders, which involve submarine work, will require a written qualification statement for each worker assigned. Submit this written statement to NSWCCD-SSES Code 9783 within five days after award of the subject delivery order.

(11) Provide personnel security information for all personnel connected with the contract (name, social security number, citizenship and level of security clearance) to COR initially and update quarterly for the duration of the contract.

(12) Provide a complete inventory of material ordered and delivery schedules two weeks after award of the delivery order.

(13) Provide installation manager a weekly update report on installation progress/status for all delivery orders.

(14) Provide preliminary shipcheck drawings with material list within 15 days after shipcheck.

(15) Provide completed form of Industrial/ Alteration Pre-Start Checklist before install and completed ICPC form upon completion of installation for each awarded task. Forms are available upon request from contractor.

## **C.8 STANDARDS/SPECIFICATIONS**

(A) Performance under this contract shall be in accordance with the following standards and specifications, as required. It is to be noted the following standards and specifications are provided for guidance purposes only.

- (1) Work plan and schedule
- (2) Ship Alteration Records (SARs), and Ships Drawing Index (SDI) for prospective installation units, as applicable
- (2) As-Installed Drawings and sketches
- (3) (4) NAVSEA S9AAO-AB-GSO-010/GSO, General Specifications for Overhaul of Surface Navy Ships
- (5) NAVSEA S9AAO-AA-SPN-010/GEN SPEC, General Specifications for Ships
- (6) MIL-STD-454, Standard General Requirements for Electronic Equipment
- (7) S9074-AQ-GIB-010/248, Welding and Brazing Procedure and Performance qualification

- (8) MIL-STD-1310, (Navy) Bonding and Grounding
- (9) NAVSEA S9300-AW-EDG-010, Electrical Plant Installation Standard Methods
- (10) Electrical Workmanship Standards, Portsmouth Naval Shipyard Standard 4855.1 through 4855.6
- (11) MIL-STD-1689A (SH), Fabrication, Welding and Inspection of Ship Structures
- (12) MIL-STD-0022D, Welded Joint Design
- (13) NAVSEA S9086-VH-STM-000/CH-635, Thermal Insulation
- (14) OPNAV Instruction 5100-23B, Navy Occupational Safety and Health (NAVOSH) Program manual
- (15) NAVSEA S9086-VD-STM-000/CH-631, for Painting
- (16) NAVSEA 0901-LP-480-0002/CH-9480, for Piping Systems
- (17) NAVSEA 0902-LP-018-2010, General Specifications for Deep Diving SSBN/SSN Submarines
- (18) NAVSEA S9600-AD-GTP-010, w/chg. A, U.S. Navy Shipboard Furniture Catalog.
- (19) NAVSEA S6161-BI-CAT-010, rev 1, Shipboard Laundry and Dry Cleaning Equipment Catalog
- (20) NAVSEA S6161-Q5-CAT-010, Sep 92. Naval Shipboard Food Service Equipment Catalog
- (21) NAVSEA Habitability Design Practices Manual.
- (22) NAVSEA INST. 9210.4A for all non-nuclear work on nuclear powered ships.
- (23) NAVSEA 0900-LP-001-7000, Fabrication and Inspection of Brazed Piping Systems
- (24) NAVSEA S9074-AR-GIB-010/278, Requirements for Fabrication Welding and Inspection and Casting Inspection and Repair for Machinery, Piping and Pressure Vessels.
- (25) T9074-AD-GIB-010/1688, Requirements for Fabrication, Welding, and Inspection of Submarine Structure.
- (26) T9074-AS-GIB-010/271, Requirements for Nondestructive Testing.
- (27) COMNAVSEASYS COM WASHINGTON DC 130557Z FEB 01, Inspection, test, and repair of copper service steam and return piping.
- (28) MIL-STD-2035, Nondestructive testing acceptance criteria.
- (29) NAVSEA Standard Item 009-12.

## **C.9 TECHNICAL DATA REQUIREMENTS**

- (A) All data to be supplied shall be furnished pursuant to FAR Clause 52.227-7013, entitled "Rights in Technical Data." The data shall be specified on a DD Form 1423, which shall be made a part of each separately, placed order, as applicable, and shall be a line item on the said order. The DD 1423 will list the data to be supplied under each order.
- (B) All material generated by the contractor including all original drawings is the property of the government and shall be delivered to the government upon completion of the contract. No data developed under the contract shall be available or sold to any requesting government or private activity without the expressed written approval of the Commander, Naval Surface Warfare Center, Carderock Division, Philadelphia PA. 19112-5083.
- (C) Monthly progress reports shall be furnished by the fifth working day after the reporting period in accordance with the attached DD Form 1423 and shall be in the format specified.
- (D) For separately placed orders on this contract, deliverables will include (but are not limited to) those called out in paragraph C.7.

## **C.10 INSPECTION AND MANNER OF DOING BUSINESS**

- (A) Work shall be performed in accordance with the contract and each separately placed delivery order and/or any other drawing, specification, etc. authorized by the contracting officer.
  - (1) All operational practices of the contractor and all workmanship and material, equipment, and articles used in the performance of work shall be in accordance with rules and requirements of the American Bureau of Shipping, the US Coast Guard, the American Society of Mechanical Engineering, the American Society of Testing and Materials, the Institute of Electrical and Electronic Engineers and the best commercial marine practices, except where Navy specifications are called out (in which case Naval

Standards of material and workmanship shall be followed) in effect at the time of the contractor's acceptance of the separately placed delivery order.

(2) All material and workmanship shall be subject to inspection and/or test during the contractor's performance of the work to determine quality and suitability for the purposes intended and compliance with the contract. In the event that any material or workmanship furnished by the contractor is found, prior to or after acceptance, to be defective or not in accordance with the requirements of the contract, the Government shall have the right to reject such material or workmanship, and to require its correction or replacement by the contractor at the contractor's cost and expense. If the contractor fails to proceed promptly with the replacement or correction of such material or workmanship as required by the Contracting officer, the Government may, by contract or otherwise, replace or correct such material or workmanship and charge to the contractor the excess cost occasioned the Government thereby.

(3) The contractor shall provide and maintain an inspection system acceptable to the Government covering the work specified in the contract. Records of all inspection work by the contractor are to be sent to NSWCCD-SSES Code 9783 during the performance of the task and within a period of 30 days after completion of the alteration.

(4) No welder shall be permitted to work in connection with any work either on or to be placed on any vessel associated with this contract and its delivery orders unless he/she is at the time, qualified to perform the required type of welding. No welder shall be permitted to work on production applications of welding other than those for which he is qualified. This includes welders hired as sub-contractors.

(5) The contractor shall exercise reasonable care to protect the vessel from fire and shall maintain a reasonable system of inspection over the activities of workers, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or spaces containing flammable and combustible materials.

(6) The work shall, whenever practical, be performed in such manner as not to interfere with the operation and maintenance, berthing and messing of civilian or military personnel attached to the vessel or facility.

(7) The contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by his employees or the work. At the completion of each day's (shift's) work and the work effort as a whole, the contractor shall remove all rubbish from the worksite and any affected spaces leaving the work/spaces "broom clean".

(B) Disposition of waste material removed during alteration will be in accordance with ship, Navy, state and local ordinances.

#### **C.11 WORK GROUND RULES**

(A) Prior to the work start date, the Foreman shall meet with the NSWCCD-SSES Code 9783 Installation Manager to review the installation plan, drawings, work schedule and to reaffirm the ground rules. Also, see paragraph C.4.A.1.

(1) The NSWCCD-SSES Code 9783 Installation Manager will provide directions and requirements to the Foreman (rather than individual team members). When the Foreman leaves the ship while work is in progress, the Foreman will appoint an acting Foreman and identify this individual to the NSWCCD-SSES Code 9783 Installation Manager or the government on site representative.

(2) All proposed material substitutions shall be discussed and be agreed to by the NSWCCD-SSES Code 9783 Program Manager before the start of work. Approval of any material substitution does not relieve the contractor from the requirement to not incur costs in excess of the ceiling price set forth in the applicable delivery order.

(3) The Foreman shall brief the NSWCCD-SSES Code 9783 Installation Manager on work progress and status each workday before 0900 on the following:

- (a) Adherence to planned schedule
- (b) Number of personnel onboard
- (c) Material needed or proposed substitution
- (d) Any proposed changes in the installation
- (e) Change in scheduled completion date
- (f) Labor hours used on previous day.

(4) The Foreman shall brief the NSWCCD-SSES Code 9783 Installation Manager on work progress/problem upon completion of the each day's work.

(5) Contractor employees will not visit ships without prior NSWCCD-SSES Code 9783 written approval.

(6) All communications with DOD, Naval activities and ships and any others associated with this contract and related delivery orders shall be via NSWCCD-SSES Code 9783 Program Manager, COR and/or the Contracting Officer.

(7) Security clearances will be forwarded to the appropriate ships and/or facilities by NSWCCD-SSES Code 9783.

(8) All work will be inspected in accordance with the criteria provided under separately placed contract delivery orders and by the provisions of this contract.

(9) Overall coordination of each work effort is the responsibility of the assigned NSWCCD-SSES Code 9783 Installation Manager. This manager may halt work and convene an off ship meeting whenever he/she determines that this is required to resolve problems. This responsibility applies to all aspects of the work effort.

#### **C.12 GOVERNMENT FURNISHED MATERIAL (GFM)**

(A) The Government may furnish material/equipment under this contract. Any GFM to be furnished and required instructions shall be identified in specific delivery orders. The handling, storage and placement into work package defined locations will be accomplished by the contractor with the same regards as the contractor is required to provide for contractor furnished materials as specified in this contract. GFM provided to the contractor for installation, shall be subject FAR Clause 52.245-5 "Government Property" and will become the responsibility of the contractor to replace or repair (at the governments discretion) if lost, stolen or damaged while in his care.

#### **C.13 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NSN)**

(A) To the extent that NSNs or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, packing lists and shipping containers and documents. NSN'S are not required to appear on any equipment, parts or components including spares and repair parts to be furnished under this contract.

#### **C.14 IDENTIFICATION AND MARKING OF PARTS**

(A) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, furnishings, components, groups, sets, or kits and of spares and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:



(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(a) Electrical: all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (such as, electric controls and motors in a hydraulic system) shall be identified and marked in accordance with MIL-STD-1285 or, where MIL-STD-1285 does not cover such a part, in accordance with MIL-STD-130.

(b) Electronics: all parts in electronic equipment and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) shall be identified and marked in accordance with Requirement 67 of MIL-STD-454.

(c) Non electrical or electronic: all parts shall be identified and marked in accordance with MIL-STD-130.

(B) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded to permit ready identification.

#### **C.15 REQUIRED STANDARD OF WORKMANSHIP**

(A) Unless otherwise specifically provided for by this contract or associated delivery orders, quality of all services rendered hereunder shall conform to the highest standards in the relevant professions, trades or fields of endeavor. All services shall be rendered and supervised directly by individuals fully qualified in the relevant profession, trade or field of endeavor and holding all the related licenses, certificates, etc. required by law. The contractor shall ensure that the shipbuilding practices, specifications for materials, weld joint design, workmanship, welding, inspection and record requirements of NAVSEA Technical Publication T9074-AD-GIB-010/1688 are met for all fabrication and inspection conducted on submarine and non-combatant submersible structures.

(B) Welding standard of workmanship/performance under this contract shall be in accordance with the following standards and specifications:

- (1) Welding and brazing procedures and personnel performance qualifications shall be in accordance with C.8.A.7 and C.8.A.23
- (2) Contractor will have an approved welder training program/procedure as required by C.8.A.7
- (3) Contractor will have an approved brazing procedure in accordance with C.8.A.23. At a minimum, the procedure will cover P3B piping systems.
- (4) At a minimum, welding procedures are required for the following processes, material groups and thickness:

- (a) SMAW S11 to S1 Plate .058-1.0"
- (b) SMAW S1 to S1 Plate .058-1.0"
- (c) SMAW S8 to S1 Plate .058-1/2"
- (d) GTAW S8 to S8 Plate .058-1/2"
- (e) GTAW S34 to S34 Socket Weld under 3/16" (P2 Reduced energy systems)
- (f) GMAW S25 Plate .058-1/2"

- (5) Production welding will be accomplished IAW C.8.a.24 and C.8.a.29
- (6) Weld inspection personnel shall be qualified IAW C.8.a.26
- (7) Unless otherwise specified, the acceptance criteria of C.8.a.26 and C.8.a.28 shall be used.
- (8) All weld joint designs will be IAW C, 8.a.12.
- (9) All Inspection, test, and repair of copper services steam and return piping will be IAW C.8.a.27.
- (10) Contractor shall ensure that the shipbuilding practices, specifications for materials, welding, weld design, mechanical fasteners, workmanship, inspection, foaming, castings, and record requirements of

C.8.a.11 are met for all fabrication and inspection of the hull and associated structures of combatant surface ships.

#### **C.16 REQUIREMENTS FOR SUBCONTRACTS AND MATERIAL COSTS**

(A) This contract is for the furnishing of, engineering and technical services and materials incidental to performance. Attention is directed to FAR Clause 52.244-2 (Alt I). The contractor may not subcontract for specialized support services (such as terrazzo, quarry tile, carpeting, vinyl tile, gas free engineer, etc.) in excess of that prescribed in the FAR Clause without written approval of the Contracting/Ordering Officer. These costs shall be covered under Support Costs (Items 0003AA, 0003AB, and 0003AC) in this contract.

(B) All delivery order Material costs must identify nomenclature, quantity, unit and extended prices per item. Three vendor quotes shall be provided for all items over \$2500; if unavailable, justify how the price was determined fair and reasonable.

#### **C.17 DEFINITION OF STRAIGHT TIME AND OVERTIME**

(A) Straight (regular) time is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and Government observed holidays excepted).

(B) Overtime shall be defined by state laws with jurisdiction over the place of performance, may differ and shall apply to this contract. Overtime shall be used only upon prior approval as stated in each separately placed delivery order.

#### **C.18 REIMBURSEMENT OF TRAVEL**

(A) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes, but is not limited to, the following:

- (1) Medical Examinations/immunization
- (2) Passports, visas, etc.
- (3) Security Clearances
- (4) Flight reservations
- (5) Motel/hotel accommodations
- (6) Car/Truck rental.

(B) All contractor personnel required to perform work on any Naval vessel must obtain boarding authorization from the Commanding Officer of the vessel prior to boarding via the NSWCCD-SSES Code 9783 Program Manager.

(C) The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of requirements of the contract and the specific delivery orders in accordance with the provisions set forth for temporary duty travel in the Department of Defense Joint Travel Regulations (JTR); Vol. 2 for Civilian Personnel.

(D) Travel, subsistence, and associated labor charges for travel time are authorized for travel beyond a 50-mile radius of the local office (which itself must be within 50 miles of the Norfolk, VA/Tidewater area Naval ships complex), whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel, subsistence, or associated labor charges for travel time shall be charged for work performed within a 50-mile radius of the contractor's local office and the Norfolk, VA/Tidewater area Naval ships complex. Travel performed for personal convenience and/or daily travel to and from work at contractor's facility will not be reimbursed.

(E) Per Diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized by the Joint Travel Regulation (JTR).

(F) Whenever work assignments require temporary duty aboard a naval vessel, the contractor will be reimbursed at the per diem rates identified in the JTR, volume 2, Part L: Per Diem Allowances.

(G) The contractor shall be reimbursed for the actual costs of the most expeditious means of transportation incurred by its personnel not to exceed the cost of tourist class rail or plane fare, whichever is the least expensive, to the extent that such transportation is necessary for the performance of the authorized services herein. Such authorization shall be indicated in each separately placed delivery order. In the event that only first class travel is available, it will be allowed, provided the Contracting Officer approves it.

(H) The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by JTR. Authorization for the use of privately owned conveyance shall be indicated in specific delivery orders. Distances traveled between points shall be shown in standard highway mileage guides. The traveler shall explain rationale for any deviations from distance shown in such standard mileage guides on his expense sheet. Payment for use of privately owned vehicle outside the 50 mile limit from the contractor's facility will be limited to that equivalent to that rate of the most expeditious means of commercial transportation that would normally have been used.

(I) The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized in the applicable delivery order, when the services are required to be performed outside the normal 50 mile limit from the contractor's Norfolk, Tidewater area facilities. Car rental allowed will be for four (4) persons per standard, full sized car; two and three people per intermediate car; and for one person, a compact is allowed. For groups greater than four (4), people will be grouped in fours with the excess less than four fit into the least number of cars needed to accommodate the remaining numbers.

## **C.19 FACILITIES**

(A) The contractor shall maintain an adequately outfitted machine shop capable of, but not limited to, prefabricating parts, manufacturing and/or providing needed last minute parts or modifications to as-found materials and repairing and storing equipment and materials as required for individually placed delivery orders on this contract. Rental of specialty equipment not routinely used must be authorized on the specific delivery order.

(B) The contractor shall maintain or have access to a fully outfitted machine and sheet metal shop(s) capable of, but not limited to, performing basic operational testing, performance evaluations, etc. as required in this contract and related delivery orders. Included, though not limited to, is what is considered to be available in a basically outfitted facility:

### Machines

Lathe, engine (24" swing)  
Milling machine horizontal  
Milling machine, vertical  
Drill press, radial, #4 spindle  
Power hacksaws and bandsaws  
Sheetmetal shears and brakes  
Welders and cutters  
Metal and pipe benders  
Ironworker  
Paint booths  
Freon recovery units, AC&R gauges

### Tools (Non-Rentals)

Drills (1/4" and 1/2" shank capable)  
Power grinders, sanders chippers, peeners  
Drills, magnetic base and portable  
Come-alongs, chain falls  
Droplights and extension cords  
Amp, volt and multimeters, meggers  
VARIAC and phase meters  
Insertion and extraction tools  
Wire wrap and crimping tools  
Wire sleeving maker  
Portable testers, Compartment blowers w/ hoses  
Acetylene burning units,  
Portable welders (MIG, TIG), Plasma arc  
Wet/dry vacuums, brooms, whisks  
Full array of hand tools, bolt cutters

(C) The contractor shall maintain warehouse facilities (approximately 2000 square feet) capable of storing and staging approved government and contractor furnished equipment and materials.

(D) In order to be certified to work on submarine systems and SUBSAFE components/material or in facility and shipboard areas that are classified, the contractor is required to have facilities, employees and subcontractor employees that are cleared to the same level of security and have the appropriate secure, controlled work and storage areas and permits as specified in the DD254 form attached.

(E) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment in connection with any personnel set in readiness at or brought to such facility(ies) in preparation or in exception of work to be performed under this contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract.

#### **C.20. MATERIAL SUPPORT**

(A) The contractor will provide the following material support:

- (1) Adequately trained and certified personnel to identify, procure, store and stage material identified in the applicable delivery orders.
- (2) All contractor furnished material and equipment as required by the delivery orders.
- (3) Safe, secure storage facility for government furnished material and equipment as required by the delivery orders.
- (4) Safe, secure transportation of material and equipment to and between the contractor, NSWCCD-SSES (primarily Philadelphia), subcontractor, other sites (as determined necessary to complete the work effort) and work sites as determined by particular delivery orders.
- (5) Maintain a current tracking system for material and equipment procurement, storage and use that is compatible and mutually accessible with NSWCCD-SSES Code 9783 computer systems (IBM PC AT) and software.

(B) The term "material and equipment" includes supplies, raw and manufactured materials, equipment, hardware and Automatic Data Processing (ADP) equipment, services and software. This is a services contract and the procurement of material of any kind, other than that incidental to and necessary for furnishing of the required services is not authorized nor will it be considered an allowable direct cost under this contract. The only material which may be charged to this contract by the contractor is specifically identified below. Other than those items identified, no supplies, materials, equipment, or hardware including any ADP resources may be acquired under this contract without the prior written authorization of the Contracting officer. This authorization may not be delegated to the COR.

(C) The cost of general business purpose items/expenses required for the conduct of the contractor's normal business operations will not be considered an allowed direct cost in the performance of this contract. General-purpose business items include, but are not limited to, the cost for items such as telephone charges, cellular telephones, facsimile machines, reproduction machines, word processing equipment, personal computers and office equipment and consumable supplies.

The following types of "material and equipment" that may be charged to this contract by the contractor, once approved by delivery order, include, but are not limited to, the following material and equipment:

#### Material

- |                              |                                       |                         |
|------------------------------|---------------------------------------|-------------------------|
| 1. Plate, Metal              | 24. Wire, Electrical                  | 47. Relays, Electrical  |
| 2. Angle, Structural         | 25. Switch, Proximity                 | 48. Banding, Cable,     |
| 3. Bar, Round                | 26. Switch, Mechanical                | 49. Tile, deck          |
| 4. Pipe, Metallic            | 27. Light, Indicator                  | 50. Insulation, Fiber   |
| 5. Channel, Structural       | 28. Circuit Breakers                  | 51. Bar, Flat           |
| 6. Electrode, Welding        | 29. Transformer, Power                | 52. Shock Absorbers     |
| 7. Hanger, Cable             | 30. Stuffing, Tube                    | 53. Channel, Rubber     |
| 8. Heater, Thermal           | 31. Packing, Assembly                 | 54. Sheet, Rubber       |
| 9. Contact, Auxiliary        | 32. Controller, Starter, Motor        | 55. Rope, Wire          |
| 10. Cable, Power, Electrical | 33. Strap, Tiedown, Elec              | 56. Chain, Various      |
| 11. Light, Indicator         | 34. Hardware, Various                 | 57. Stack studs         |
| 12. Paint, Enamel            | 35. Terminal, Box                     | 58. Sheet, Metal        |
| 13. Paint, Primer            | 36. Terminal, Board                   | 59. Roller, Knurled     |
| 14. Paint, Deck              | 37. Lugs, Electrical                  | 60. Ferrule, Electrical |
| 15. Paste, Lagging           | 38. Connectors, Electrical            | 61. Fire Cloth          |
| 16. Hose, Pneumatic          | 39. Gasket, Various                   | 62. Mask, Disposable    |
| 17. Elbow, Pipe              | 40. O-Ring, Various                   | 63. Hose, Nonmetallic   |
| 18. Tee, Pipe                | 41. Components, Electronic            | 64. Decking Material    |
| 19. Coupling, Pipe           | 42. Fixture, Lighting (Various Types) | 65. Nipple, Pipe        |
| 20. Valve, Gate              | 43. Solder, Electrical                |                         |
| 21. Fluid, Hydraulic         | 44. Table, Lacing & Typing            |                         |
| 22. Oil, Various             | 45. Brushes, Paint                    |                         |
| 23. Spring, Various          | 46. Roller, Paint                     |                         |

#### Equipment

1. Food service (including but not limited to: ranges, griddles, refrigerators, cold and hot food counters and dressers, food preparation and processing, utensil storage and handling, liquid storage and dispensing, kettles, fryers, steamers, etc).
2. Furniture and berthing shipwide (including but not limited to bunks, desks, tables, chairs, lockers, files, cabinets, specialty stowages and stowage aids, joiner bulkheads/doors, deck coverings, etc.)
3. Laundry and dry cleaning (including but not limited to washer-extractors, tumbler dryers, presses, dry cleaners stowages and conveyances, scales and dispensers, etc.)
4. Stowage's and stowage aids (including but not limited to store displays, bulk files, racks, bins, drawers, acids, bases, hazardous materials, flammables, combustibles, compressed gases, EEBD, OBA.
5. Medical/dental (limited to those items covered by items previously listed).
6. **DISALLOWED** are cadmium plated fasteners, asbestos containing items; unauthorized material and item substitutions, configuration changes; ungrounded and non UL approved equipment; etc.

## SECTION D Packaging and Marking

### D.1 PREPARATION FOR DELIVERY (DATA ITEMS)

- a. Data furnished as required by this contract and its delivery orders shall be adequately packaged to assure safe delivery to it's destination.
- b. The use of asbestos, excelsior, paper (all types including news, shredded, waxed, computer and similar hydroscopic or non-neutral material) and loose fill polystyrene is prohibited for shipboard use.

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

PERIOD OF PERFORMANCE

The Period of Performance will begin at date of award and end 60 months after date of award.



## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-G01 REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

## 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor\* at the following address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to \_\_\_\_\_.

Following verification, the contract auditor\* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than \_\_\_\_ calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
  - (2) Subline item number (SLIN)
  - (3) Accounting Classification Reference Number (ACRN)
  - (4) Payment terms
  - (5) Procuring activity
  - (6) Date supplies provided or services performed
  - (7) Costs incurred and allowable under the contract
  - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",  
 \_\_\_\_\_ is required with each invoice submittal.  
  X   is required only with the final invoice.

- \_\_\_\_\_ is not required.
- (f) A Certificate of Performance
- \*\* \_\_\_\_\_ shall be provided with each invoice submittal.
- \*\* \_\_\_\_\_ is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.
- \* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".
- \*\* Check appropriate requirements.

(End of clause)

## SECTION H Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

#### CAR-H01 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (APR 2001) (NSWCCD)

(a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. Each order will describe the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This completion form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.

(b) The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The cost-plus-fixed-fee completion form necessarily involves uncertainties in the performance of each order, and alterations or variations made by the Contractor during performance of the order normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under an order by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

(d) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is no overall reduction in the total estimated cost of the order.

#### CAR-H02 PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) CONTRACTS (APR 2001) (NSWCCD)

(a) This contract is a cost-plus-fixed-fee completion form that describes the scope of work by stating a definite goal or target and specifying an end product that normally will take the form of a final report. This form of contract provides for payment to the contractor of a negotiated fee that is fixed at the inception of the contract. The fixed fee does not vary with actual cost, but may be subject to an equitable adjustment as a result of changes in the work to be performed under the contract. The contractor is required to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(b) The cost-plus-fixed-fee completion form contract necessarily involves uncertainties in contract performance and alterations or variations made by the Contractor during contract performance normally are not subject to an equitable adjustment in fee. Examples of such alterations or variations include a shift in emphasis among work

areas or tasks, filling in details to complete the general description of work, or refinements in approaches or proposed solutions. Consequently, the Contractor will be entitled to an equitable adjustment in the fixed fee only when the Contracting Officer changes the work to be performed under this contract by issuing a written order pursuant to the Changes-Cost Reimbursement clause of this contract.

#### CAR-H04 PAST PERFORMANCE ASSESSMENT (SERVICES, INFORMATION TECHNOLOGY OR OPERATIONS SUPPORT) (APR 2000)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15, the Department of the Navy Contractor Performance Assessment Reporting System (CPARS) Guide (herein referred to as the Navy CPARS Guide), and the CPARS Users Manual in effect on the date of award. All information contained in this assessment may be used, within the limitations of FAR 42.15, by the Government for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment (herein referred to as the Contractor Performance Assessment Report (CPAR)) will be prepared by government personnel and reviewed by contractor personnel, via on-line, at the CPARS Web Site <http://www.cpars.navy.mil>. The CPAR will be prepared on an annual basis as determined by the Contracting Officer, with interim and final assessments as prescribed by the Navy CPARS guide. The Navy CPARS guide, the CPARS Users Manual and additional CPARS information can be found at the above CPARS Web Site.

(b) Access to the CPAR will require user id/passwords which will be provided to the contractor prior to the initial report due date. Utilizing the user id/passwords, contractor personnel will be able to review the CPAR and will have a 30-calendar-day period in which to agree/disagree with the ratings, enter comments, rebut statements or add information on an optional basis. After contractor input or 30 days from the date of government notification of CPAR availability, whichever occurs first, the CPAR will be reviewed by the government. The government will have the option of accepting or modifying the original ratings. The contractor will then be notified when the completed CPAR is posted in the CPARS web site. The CPAR is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedure described above and in the Navy CPARS Guide.

(c) The contractor will be assessed on the following elements:

(1) *Quality of Product or Service*: Compliance with contract requirements, contract specifications and to standards of good workmanship.

(2) *Schedule*: Contractor's timeliness in completing contract or task order milestones, delivery schedules, and administrative requirements.

(3) *Cost Control (Not required for FFP or FFP/EPA)*: The contractor's effectiveness in forecasting, managing, and controlling contract cost.

(4) *Business Relations*: The integration and coordination of all activity needed to execute the contract, specifically;

(A) Timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals;

(B) The contractor's history of reasonable and cooperative behavior;

(C) Customer satisfaction;

(D) Timely award and management of subcontracts;

(E) Success in meeting or exceeding small/small disadvantaged and women-owned business participation goals.

(5) *Management of Key Personnel (Not Applicable to Operations Support)*: The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel.

(6) *Other Areas (If applicable)*:

(d) The following adjectival ratings and criteria shall be used when assessing all past performance elements:

(1) *Dark Blue (Exceptional)*. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

(2) *Purple (Very Good)*. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

(3) *Green (Satisfactory)*. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

(4) *Yellow (Marginal)*. Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

(5) *Red (Unsatisfactory)*. Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor--Cooperation with Authorities and Remedies	SEP 2002
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996

52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award** through 57 months.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$5,000,000**;

(2) Any order for a combination of items in excess of \$10,000,000; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within        days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)



## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **60 months**.

(End of clause)

## 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

#### 52.232-25 PROMPT PAYMENT (FEB 2002) -- ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

##### (a) *Invoice payments --*

###### (1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed.

For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice; provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

###### (2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are --

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that

a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment.)

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.
- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
- (7) *Additional interest penalty.*
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--
- (A) The Government owes an interest penalty of \$1 or more;
  - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
  - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)
- (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall --
    - (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
    - (2) Attach a copy of the invoice on which the unpaid late payment interest was due; and
    - (3) State that payment of the principal has been received, including the date of receipt.
  - (B) If there is no postmark or the postmark is illegible--
    - (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
    - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
  - (iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).
- (b) *Contract financing payments.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) *Overpayments.* If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

- (e) *Invoices for interim payments.* For interim payments under this cost-reimbursement contract for services--
- (1) Paragraphs (a)(2), (a)(3), (a)(4(ii)), (a)(4(iii)), and (a)(5)(i) do not apply;
  - (2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30<sup>th</sup> day after the designated billing office receives a proper invoice; and
  - (3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.
- (End of Clause)

#### 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

- (a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

- (2) Is fixed-price and exceeds--

- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

- (f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the

Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 2003)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:



"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_."

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics

support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

#### **CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price	(1) 50	(1) 50	(1) 25	25

(includes fixed-price-award-fee; excludes other fixed-price incentive contracts)				
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

or

<http://farsite.hill.af.mil/VFFAR1.HTM>

CAR-I02 CONTRACTING OFFICER'S REPRESENTATIVE (COR) WITH ALTERNATE COR (JUN 1996)  
(NSWCCD)

(a) The COR for this contract is: TO BE DETERMINED

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to

the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

(d) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR. The Alternate COR for this contract is: TO BE DETERMINED

#### CAR-I04 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (MAY 1998) (NSWCCD)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer/Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order under which the requirement to provide supplies or services is subject to either the clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds" applicable to the particular order involved.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer/Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer/Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(d) Should the Government and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer/Ordering Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

#### CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

- (a) Date of order
- (b) Contract number and order number.
- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.

- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

#### CAR-I07 LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [ \* ] inclusive of fee. It is estimated that these funds will cover the cost of performance through [ \*\* ]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [ \* ] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

\* enter the amount which is currently available for payment

\*\* enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

#### CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.



(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Anita Nocton, Code 3352  
Naval Surface Warfare Center, Carderock Division  
5001 S. Broad Street  
Philadelphia, PA 19112  
215 897-7388

#### CAR-I12 GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	DATE
[ * ]	[ * ]	[ * ]

\* to be specified in each individual delivery/task order at time of issuance.

(b) The property will be delivered at Government's expense at or near [ \*\* ]

\*\* The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

#### CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION J List of Documents, Exhibits and Other Attachments

ATTACHMENT 1 . DOD CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD FORM 254 (6 Pages)

ATTACHMENT 2- CONTRACT DATA REQUIREMENTS LIST .DD FORM 1423 (5 Pages)

ATTACHMENT 3 . INDUSTRIAL/ALTERATION PRE-START CHECKLIST (2 Pages)

ATTACHMENT 4- LABOR CATEGORY BREAKDOWN (1 Page)

ATTACHMENT 5- SAMPLE TASK ORDER (3 Pages)

ATTACHMENT 6- CONTRACT DRAWINGS AS FOLLOWS:

NAVSEA DWG NO. 7606846 USS JOHN F. KENNEDY, SANITARY SPACE, ARR MODS, 01-23-2-L (5 DWGS)

NAVSEA DWG NO. 7606888 USS JOHN F. KENNEDY SANITARY SPACE, LTG MOD 01-23-2-L (3 DWGS)

NAVSEA DWG NO. 7606930 USS JOHN F. KENNEDY, SANITARY SPACE, PIPING MODS, 01-23-2-L (10 DWGS)

NAVSEA DWG NO. 7606972 USS JOHN F. KENNEDY, SANITARY SPACE, HVAC MODS, 01-23-2-L (2 DWGS)

NAVSEA DWG NO. 7606847 USS JOHN F. KENNEDY, SANITARY SPACE, ARR MODS, 01-43-1-L (5 DWGS)

NAVSEA DWG NO. 7606889 USS JOHN F. KENNEDY, SANITARY SPACE, LTG MOD 01-43-1-L (3 DWGS)

NAVSEA DWG NO. 7606931 USS JOHN F. KENNEDY, SANITARY SPACE, PIPING MOD, 01-43-1-L (10 DWGS)

NAVSEA DWG NO. 7606973 U~S JOHN F. KENNEDY, SANITARY SPACE, HVAC MODS, 01-43-1-L (2 DWGS)

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.222-38	Compliance with Veterans' Employment Reporting Requirements	DEC 2001
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.225-7003	Report of Intended Performance Outside the United States	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7042	Authorization to Perform	APR 2003
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

## 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336611.

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic

Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:



(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

### III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

#### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
 (Line Item Number)

-----  
 (Country of Origin) (If known)

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite delivery/indefinite quantity cost plus fixed fee multiple award task order contract resulting from this solicitation.

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Ms. Anita Nocton, Code 3352  
 Naval Surface Warfare Center  
 Carderock Division, Philadelphia  
 Naval Business Center, Building 4  
 5001 S. Broad Street  
 Philadelphia, PA 19112-5084

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

or

<http://www.gsa.gov>

**CAR-L08 RESUME REQUIREMENTS (JUN 1996) (NSWCCD)**

(a) The following information must be provided in the cost proposal for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hour to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

**CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)**

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

Documents	Original	Copies
Solicitation, Offer and Award Document (SF-33)	1	2
Technical Proposal	1	5
Cost Proposal	1	5

The “originals” shall be clearly identified as the “ORIGINAL”, and bear the original signature(s) of the offeror. The “copies” shall be complete and clearly identified as “COPY” or “DUPLICATE”.

In order to facilitate the evaluation process, it is requested that offerors also submit their cost proposal spreadsheets on diskette (in addition to the hard copy requirements stated above). Diskettes shall be in 3.5 inch, high density format, and it is requested that the spreadsheet files be compatible with Windows 95 Version 4.0, Excel 97 Version 8.0. The provision of these spreadsheet files on diskette in no way relinquishes the offeror's responsibility to provide hard copies of the cost proposal.

**(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)**

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

**(2) TECHNICAL PROPOSAL**

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and

fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized as follows, and shall address in detail the following information:

The evaluation of proposals received will be broken up into five main factors. The technical factors are below with Factor A the most important. Factors B, C, and D are more important than Factor E. Factor E being the least important.

Factor A	Past Performance/Corporate Experience
Factor B	Sample Task Order/Technical Approach
Factor C	Personnel
Factor D	Management/Quality Assurance Plan
Factor E	Facilities

Written Proposals will be required from all offerors for the following factors:

Factor A- Past Performance/Corporate Experience  
 Factor B- Sample Task Order/Technical Approach  
 Factor C- Personnel  
 Factor D- Management/QA Plan  
 Factor E- Facilities

The oral presentations will be in accordance with the guidelines provided hereto (See Guidelines To Oral Presentations at the end of this clause). Offerors will be allowed ninety (90) minutes for the presentation. Oral presentations will only be required of those offerors determined technically acceptable after review of written proposals. The Procurement Contracting Officer (PCO) has the option of setting a competitive range and limiting oral proposals to only those in the competitive range. Those offerors determined technically acceptable will be required to give oral presentations for the following factors:

Factor A- Past Performance/Corporate Experience in Shipboard Habitability Areas.  
 Factor B- Sample Task Order/Technical Approach  
 Factor D- Management/Quality Assurance Plan  
 Factor E- Facilities

The Contracting Officer will evaluate the labor rates proposed by the offeror. Only the factors detailed below will be evaluated by the Technical panel.

#### **Factor A - Past Performance/Corporate Experience - ORAL PRESENTATIONS AND WRITTEN PROPOSAL REQUIRED**

The offerors will be evaluated regarding their corporate experience and past performance on related Shipboard Habitability Related Programs. This will include any habitability work contracts, related work and the level of effort for each of these respective contracts as it relates to engineering support and installation on Shipboard Habitability alterations. Offerors will be required to submit a written list of contracts and tasks performed related to shipboard

habitability upgrades. The evaluation of this factor may also include verification of the offeror's "references" and obtaining other information outside the proposals concerning the offeror's performance history such as "CPARS". Any DOD and Navy experience in regards to shipboard habitability work will be more highly rated than private industry type shipboard habitability. An offeror with no relevant past performance history, although neither losing nor receiving credit, may not represent the most advantageous proposal to the Government.

Although this factor alone is the most important of the technical criteria, subfactors Past Performance and Corporate Experience are each individually weighted equally.

#### **SUBFACTOR A-1, CORPORATE EXPERIENCE**

Greatest value will be given to those responses which demonstrate corporate experience within the last ten (10) years with engineering and technical services directly related to the processes, procedures, products and services required in the development of Habitability equipment alterations; specifically on naval vessels. Documented functionally related experience within the last ten (10) years will also be evaluated. (NOTE: Maximum amount of information limited to 10 projects totaling 10 pages).

#### **SUBFACTOR A-2, PAST PERFORMANCE**

Documented functionally related experience within the past ten (10) years will be evaluated which demonstrates the past performances of habitability items as outlined in the Statement of Work, Section C. (NOTE: Maximum amount of information limited to 10 projects totaling 10 pages).

### **Factor B - Sample Task Order/Technical Approach- ORAL PRESENTATIONS AND WRITTEN PROPOSAL REQUIRED.**

The offerors will be evaluated on their response to the sample task order presented in the solicitation package. The offerors overall understanding of the work required, the alteration process, their ability to assign the proper personnel, and their ability to perform the work, their QA Workbook & plan/procedures and the offerors POA&M (Plan of Attack and Management) will be evaluated.

Offerors will be required to submit a written proposal documenting the labor categories, labor hours, materials, subcontracts and Other Direct Costs included in the response to the sample task order. Offeror will also provide written POA&M for the sample task order. This will also be evaluated to determine whether the offeror has a clear understanding of the effort involved in providing the expert support required. Oral presentation for the QA workbook and procedures must be presented for the sample task order which will be very important to ensure that all QA procedures are followed and tracked during the installation of the sample task order. QA Workbooks will be required on-site for each and every installation under this contract.

Subfactors Technical Approach/QA Workbook and Material Cost/Labor Hrs. Estimate are listed in descending order of importance.

#### **SUB-FACTOR B-1, TECHNICAL APPROACH/QA WORKBOOK**

The evaluation of this sub-factor reflects the offeror's ability to perform the sample task order as presented in the solicitation.

-To what extent has the offeror shown an understanding of the task? i.e.; has he identified all applicable facets of Habitability system alteration development; and does the technical approach reflect specific knowledge of the installation process?

-Has the offeror identified the selected specifications, logistics and documents that may be impacted/require revision as a result of the task?

-Has the offeror identified the need to update/prepare drawings and other documentation required to perform the task?

-Has the offeror supplied documentation that is in accordance with government and or commercial standards and specifications?

-Has the offeror supplied a Quality Assurance Workbook and any other QA Documentation and Management Plan to support this task?

#### **SUB-FACTOR B-2, COST ESTIMATE/ LABOR HR ESTIMATE**

-To what extent has the offeror identified a proper mix of management/engineering and technician/trade personnel?

-To what extent are the proposed labor hours associated with the tasks to be performed reasonable and fair?

-Does the offeror provide a reasonable explanation for the costs of materials, subcontracts, travel, and other miscellaneous expenses? Are the estimated costs fair and reasonable?

#### **Factor C – Personnel- WRITTEN PROPOSAL REQUIRED.**

Offerors will be required to submit resumes for key personnel. Factor C, Personnel, will be an evaluation of the proposed personnel based on education, training and experience as described in the required labor categories contained under Section C of the solicitation. Availability of the proposed key personnel will be evaluated.

The importance of personnel are listed below as labor categories in descending order of importance along with the minimum amount of resumes required for each coast. The corresponding reference to Section C is also included for easy reference:

Factor C Sub-factors	Resume Required East/West
C-5.* Foreman	14/14
C-1.* Quality Assurance Inspector	2/2
C-3.* Project Superintendent	1/1
C-4.* General Foreman	2/2
C-2.* Engineer	1/1
Total Resumes	20/20

#### **\*Key personnel**

The required minimum number of key personnel resumes will be 40. The offerors may submit an additional two. The total is not to exceed 42. The following will be used as a guide for determining how well the offeror's resumes correspond with the labor categories described in Section C of the solicitation.

-To what extent do the proposed key personnel have specific shipboard experience in the work areas identified in their respective labor categories?

-To what extent do the proposed key personnel have the desired education and training identified in their respective labor categories?

-To what extent do the proposed key personnel have experience in the operation and maintenance of Shipboard Habitability/ Shipboard Laundry/Shipboard Food Service equipment?



-Do the proposed key personnel currently have a security clearance, or, are they capable of obtaining a security clearance?

-To what extent are the proposed key personnel current employees of the offeror versus contingency hires? Signed letters of intent must be presented for all contingency hires, signed by both parties.

-Are the proposed key personnel being utilized on an overlapping contracting requirement?

**Factor D - Management/Quality Assurance Plan- ORAL PRESENTATIONS AND WRITTEN PROPOSAL REQUIRED.**

The proposals should include a thorough management/quality assurance plan for implementing the various tasks. This plan will be evaluated with regard to the sound management and engineering principles employed, quality assurance techniques/training such as written approved procedures for removals, electrical safety procedures for removals and installation, piping/welding safety procedures for removals and installation and training documentation for such procedures. Offerors will provide written QA workbook that will be used for the sample task order that must be available at the on-site installation. The on-site QA Workbook must have all Qualifications and Certifications for welders, brazers, QA personnel. This applies to prime and subcontractors. Any Task Group Instruction (TGI) QA check points and offerors own QA check points as applicable to the sample task order must be included in QA Workbook. Offerors will submit in writing all welding procedures, that the offeror is capable of performing. Upon award of contract, these welding procedures will be reviewed and approved by NSWCCD-SSS Philadelphia Welding Dept to be used for this contract.

Offerors will be required to present all of the company's safety incidents on board Naval Ships for the past 5 years during the oral presentation, including the company's authorized sub-contractors. A safety incident includes red tags violation, hot work violations, cutting of any piping, cables etc that is not authorized, and/or any other incidents that required a formal critique. Offerors will explain in detail for at least one incident the procedures that they have in place for the investigative reporting, training, resolving the fix or corrective action taken and what steps/ written procedures that will take place to ensure that this type of incident does not happen again. Offerors will also be required to explain in detail if the same safety incident occurred more than once in the company during the past 5 years.

Written proposals should also evidence the extent to which Small, Small Disadvantaged, Veteran Owned, Service Disabled Veteran Owned, and Women-Owned Businesses, Historically Black Colleges or Universities and Minority Institution Subcontracting are specifically identified in the proposal and subcontracting plan, the extent of commitment to use such firms, the complexity and variety of the work such firms are to perform and the extent of participation of such firms in terms of the value of the total acquisition will be evaluated. Although FAR 52.219-9 does not apply to small businesses, FAR 52.219-8 does apply and a small business will be required to address this factor.

Evaluation of Factor D will be based on the offerors demonstration of their ability to provide an adequate organizational structure management plan and quality assurance plan to accomplish the Statement of Work, Section C. This factor is broken up into four (4) sub-factors, listed in descending order of importance:

Factor D Sub-factors

D-1 Quality Assurance Plan

D-2 Organizational Structure

D-3 Management Ability

D-4 Management of participation by Small and  
Small Disadvantaged Business

**SUB-FACTOR D-1, QUALITY ASSURANCE PLAN**

The evaluation of this sub-factor is related to the offeror's Quality Assurance Workbook & Plan.

Greatest value will be given to those offerors who possess and maintain an effective quality assurance plan during the installation, from start to finish of the task. This plan should demonstrate the offerors capability to document/training and initiate QA safety procedures/check points necessary to accomplish the varied task areas involved.

#### **SUB-FACTOR D-2, ORGANIZATION STRUCTURE**

The evaluation of this sub-factor is related to the offeror's organizational structure for controlling the tasks specified in the Statement of Work, Section C.

Greatest value will be given to those offerors who propose an adequate organization which can coordinate large efforts and assert effective management and cost control and supervision of personnel (including subcontractor, if any) to ensure timeliness and accuracy of deliverables for the varied task areas involved.

#### **SUB-FACTOR D-3, MANAGEMENT ABILITY**

The evaluation of this sub-factor is related to the offerors management ability.

Greatest value will be given to those offerors who demonstrate the capability of managing labor and facility resources, which can effectively control and report cost and performance and who can resolve problems. The offeror should demonstrate the capability to effectively respond to fluctuations in workload, manage separate and overlapping tasks, and add and reduce manpower when required.

#### **SUB-FACTOR D-4, MANAGEMENT OF PARTICIPATION BY SMALL & SMALL DISADVANTAGED BUSINESS**

The evaluation of this sub-factor is related to the extent to which offerors identify and commit to small business and to small disadvantaged business, historically black college and university, or minority institution performance of contract, whether as a joint venture, teaming arrangement, or subcontractor.

Criteria for evaluation may include:

- a. The extent to which firms are specifically identified in proposals
- b. The extent of commitment to use such firms
- c. The complexity and variety of the work small firms are to perform
- d. The realism of the proposal
- e. The extent of participation of such firms in terms of the value of the total acquisition.

Although FAR 52.219-9, Small Business Subcontracting Plan, does not apply to small businesses, FAR 52.219-8, Utilization of Small Business Concerns does apply and a small business will be required to address this factor.

#### **Factor E – Facilities- ORAL PRESENTATIONS AND WRITTEN PROPOSAL REQUIRED.**

The offerors will be evaluated on their demonstration that their facilities meet the requirements listed in the solicitation. Offerors may be required to present their facilities as requested by the Contracting Officer. This tour will be scheduled to an agreed time and date. NSWCCD-SSES will provide all the names that will attend the tour.

Evaluation of Factor E will be based on the offerors meeting the requirements of the statement of work and overall compliance with the sub-factors. Facilities has four sub-factors. They are listed below with their respective point values. Site visits to offeror facilities may also be requested on a case by case basis, and will be scheduled on a mutual agreed time and date.

#### **Factor -E Sub-factors**

E.1 Eastern/Western United States and Local Offices including Security

- E.2 General Fabrication Facilities
- E.3 General office Support Facilities, i.e. Communication, E-Mail and Automated Data Transfer Security
- E.4 General Computer Facilities, i.e. Word Processing, CADM, EXCEL, and Internet Links.

### (3) COST PROPOSAL

To assist the Government in determining cost reasonableness/realism for this effort, the offeror shall provide sufficient detailed cost information with the proposal to make this determination. In preparing the cost proposal, it is essential that the offeror breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

#### Direct Labor Costs:

(1) Information including the name, title, and actual hourly rate shall be provided by the Offeror for each individual proposed for the labor categories identified in Sections C.4 and C.6. If the Offeror proposes direct labor rates based on a composite rate structure, then the Offeror shall clearly identify the individuals comprising the composite, their respective actual hourly rates, and method used to derive the composite rate.

(2) If an Offeror's proposed labor category differs in name from those listed in Section C.6, a chart shall be included which identifies how these categories correspond to the ones listed in the solicitation.

(3) The Offeror shall identify any escalation rates utilized in the preparation of their cost proposal, and shall provide historical information pertaining to the actual escalation rate experienced over the past three (3) year period.

(4) Offerors are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal.

(5) The Offeror shall provide a copy of the Employment Contract for any individual proposed who is not currently employed by the Offeror or subcontractor (if proposed).

#### Subcontracting Costs:

The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any subcontracting costs shall be supported. It is the Offeror's responsibility to ensure that this support documentation is received by the Government within the timeframe (i.e. closing date) established for this instant solicitation.

#### Consultants:

If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Include those items of costs associated with consultants (i.e. hours proposed, and hourly rate). A copy of the Consultant Agreement shall also be provided by the Offeror.

#### Indirect Rates:

Offerors shall list the cost elements that comprise the overhead, general and administrative expenses, and the other indirect pools. All indirect rates shall be summarized. Offerors shall list proposed indirect rates, DCAA recommended rates, and historical actuals (audited and unaudited) for the past three years. If proposed rates reflect negotiated forward pricing rates, a copy of the current forward pricing rate agreement shall be provided. If the rates are not negotiated forward pricing rates, then the basis for the proposed rates shall be explained.

#### Facilities Capital Cost of Money:

If this cost element is proposed, the offeror shall provide information pertaining to the derivation of the FCCOM costs (i.e. FCCOM factors and application bases).

Fee:

Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Support Costs:

These costs reflect all other direct costs which are not labor costs. For proposal purposes, the not-to-exceed (NTE) amounts for the support costs (material, travel and computer usage) have been identified in Section B. Along with these costs, the Offeror may include a cost element associated with a G&A/handling rate associated with these costs. If a G&A/handling rate is proposed for these support costs, the Offeror shall identify these costs and their applicable rate as provided in Section B. Lastly, It should be noted that all support costs are non-fee bearing costs.

### GUIDELINES TO ORAL PRESENTATION

1. **Government Attendance:** The Government attendance will be up to but not more than five (5) technical representatives and two (2) contracting representatives. Not all of these attendees will be voting members. At least two technical and both contracting representatives will be present in a non-voting capacity. Support personnel such as video photographers shall not be included in this count.
2. **Video Taping:** The Government intends to videotape presentations and this video may be utilized when the source selection team evaluates the offerors.
3. **Presenters:** Presentation by the offeror is to be made in person by no more than four (4) of the offeror's key personnel. Any presenters whose resume was not presented in the technical proposal will be asked to leave the room. Offerors may have two additional people (Company President, Vice –President) as spectators for the presentation. These two spectators may not speak during the presentation, but may participate in the closing section of the presentation to add any comments. These two spectators need not be key personnel.
4. **Medium:** Only overhead slides shall be used during the oral presentation. No additional information shall be distributed at the presentation. Greatest value will be given to those offerors who present a clear, legible and concise presentation and slides that best define the offeror's abilities.
5. **Location:** The oral presentation shall take place on site at NSWCCD-SSES in Philadelphia Naval Business Center, Building 4. Ninety (90) minutes will be allowed for the presentation.
6. **Time Frame:** The oral presentations shall take place within four (4) weeks after the Government determines a written proposal technically acceptable. Upon this determination, the contracting officer or her representative will determine the order of oral presentation. Offerors will then be sent a memorandum with the date and time of oral presentation.
7. **Offerors will present either in the morning or afternoon session following the schedule below: (morning session begins at 0830 and afternoon session begins at 1300.**

Session	15 Minutes
	- Introductions/Instructions
	90 Minutes
	-Oral Presentation utilizing graphs submitted with the technical proposal
	25 Minutes
	-Questions submitted by Evaluation Committee to Offeror
	30 Minutes
	- Offerors will be placed in an area free of distraction, computers, and telephones to discuss their response to questions submitted by the Evaluation committee. No communication with any outside source is permitted during the answer/ review period. Cellular phones are strictly prohibited to be in the review room.
	15 Minutes
	- Clarification, if required. See paragraph 7.1 below.

- 7.1 Clarification of oral presentation subject matter may take place during the presentations or during the final 15 minutes of the presentation. The government may request clarification of any points addressed which are unclear and ask for elaboration by the offeror on any subject which was not adequately supported. Any such interchange between the offeror and the government will be for clarification only, and will not initiate

discussions within the meaning of FAR 15.601. The time required for clarification will not be counted against the offeror's time limit.

- 7.2 Material referenced in the presentation, but not included in the presentation, shall not be accepted and shall not be used in evaluation.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M02 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) *Technical Proposal.* The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) *Cost or Price Proposal.*

(i) Although cost or price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the cost proposal will be based on the total of all proposed costs. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are approximately equal to cost or price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(iii) In evaluating cost type offers, realism of the offeror's estimated cost will be considered. "Realism of Estimated Cost" is determined by reference to the costs which the offeror can reasonably be expected to incur in performance of the contract in accordance with the offer. Unrealistic personnel compensation rates (including issues regarding the applicability of uncompensated overtime) will be considered in the cost realism analysis and may be considered in the technical analysis which could reduce the technical score. The purpose of the evaluation is to: (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or services at the proposed costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the effort described in the technical proposal. The proposed costs may be adjusted for purposes of evaluation based on the results of the cost realism evaluation. Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(d) **Competitive Acquisition Instructions.**

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

(g) **Evaluation Factors.** The evaluation factors and significant subfactors are listed below with Factor A the most important. Factors B, C, and D are more important than Factor E. Factor E being the least important.

Factor A – Corporate Experience/Past Performance

Subfactor A-1 Corporate Experience

Subfactor A-2 Past Experience

Factor B – Sample Task Order/Technical Approach

Subfactor B-1 Technical Approach/QA Workbook

Subfactor B-2 Cost Estimate/Labor Hour Estimate



Factor C – Personnel

- Subfactor C-1 Foreman
- Subfactor C-2 Quality Assurance Inspector
- Subfactor C-3 Project Superintendent
- Subfactor C-4 General Foreman
- Subfactor C-5 Engineer

Factor D – Management/ Quality Assurance Plan

- Subfactor D-1 Organization Structure
- Subfactor D-2 Management Ability
- Subfactor D-3 Quality Assurance Plan
- Subfactor D-4 Management of participation by Small and Disadvantaged Business

Factor E – Facilities

- Subfactor E-1 Eastern/Western United States and Local Offices including Security
- Subfactor E-2 General Fabrication Facilities
- Subfactor E-3 General Office Support Facilities, i.e., Communications, E-Mail and Automated Data Transfer Security
- Subfactor E-4 General Computer Facilities, i.e., Word Processing, CADM, EXCEL, and Internet Links